

# *Southern Railway System*

*P.O. Box 1808  
Washington, D.C. 20013*

KARL A. STOECKER  
SENIOR VICE PRESIDENT  
FINANCE

920 15TH STREET, N.W.  
TEL: (202) 628 4460

August 3, 1979  
57907, 59080

0-218AC20

AUG 06 1979

RECORDATION NO. 59250 Filed 1425 Date 10.00  
AUG 6 1979 - 10 20 AM, CC Washington, D. C.  
INTERSTATE COMMERCE COMMISSION

Mr. H. G. Homme, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

Dear Mr. Homme:

I enclose five original counterparts of the instrument described in paragraph (1) hereof, for recordation and return, together with two original counterparts for the Commission's files.

In accordance with 49 CFR Part 1116, covering the recordation of documents, I advise you as follows:

- (1) The enclosed document is a Supplemental Agreement dated as of July 1, 1979, to a Conditional Sale Agreement between Whittaker Corporation, Berwick Forge & Fabricating Division, and Southern Railway Company and Agreement and Assignment between Whittaker Corporation, Berwick Forge & Fabricating Division, and Manufacturers Hanover Trust Company, Assignee, both documents being dated as of January 1, 1971.
- (2) The Supplement is executed for the purpose of subjecting to the Agreement certain new equipment, being:
- 4 - new 100-ton 3600 cu. ft. capacity Open Top Hopper Cars bearing road numbers 351855-351858, both inclusive, AAR designation HT.

The equipment will be marked with the words:

"OWNED BY A SECURED PARTY UNDER A SECURITY AGREEMENT  
FILED UNDER THE INTERSTATE COMMERCE ACT, SECTION  
20c."

- (3) The Conditional Sale Agreement and the Agreement and Assignment were filed and recorded in your office on January 18, 1971, at 3:10 p.m., and were assigned Recordation No. 5925.

(4) After recordation, the original document should be returned to Manfred S. Block, Esq., Attorney, Southern Railway Company, P. O. Box 1808, Washington, D.C. 20013.

(5) The recordation fee of \$10.00 is enclosed.

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "K. A. Stoecker".

Karl A. Stoecker (M.D.)

Enclosures

Executed in 7 Counterparts of  
which this is Counterpart No. 2

RECORDATION NO. 5925-C Filed 1425

AUG 6 1979 - 10 22 AM

INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT, dated as of July 1, 1979,  
by and between

SOUTHERN RAILWAY COMPANY, a Virginia corporation ("Rail-  
road"), party of the first part; and

MANUFACTURERS HANOVER TRUST COMPANY, a New York corporation  
("Assignee"), party of the second part;

W I T N E S S E T H: THAT

WHEREAS, Whittaker Corporation, Berwick Forge & Fabricating  
Division ("Vendor") and Railroad entered into a Conditional  
Sale Agreement dated as of January 1, 1971, as amended ("Agreement"),  
pursuant to which Vendor sold and delivered to Railroad and  
Railroad purchased from Vendor certain railroad equipment  
("Equipment") therein described, which Agreement was assigned  
by Vendor to Assignee by Agreement and Assignment dated as  
of January 1, 1971, as amended ("Assignment"); and

WHEREAS, in Article 8 of the Agreement it is provided  
that in the event any units of the Equipment shall have  
suffered a Casualty Occurrence and the Railroad shall have  
paid to the Assignee the value of the unit as provided for  
therein, then upon the filing with the Assignee of the  
appropriate documents, any monies paid to the Assignee  
pursuant to said Article 8 may be applied toward the cost a  
unit or units of standard gauge railroad equipment (other  
than passenger equipment) first put into such service no  
earlier than January 1, 1971, to replace such unit having  
suffered a Casualty Occurrence; and

WHEREAS, the Railroad, in compliance with the aforesaid  
requirements of Article 8 of the Agreement, now proposes to  
cause title to four (4) new 100-ton 3600 cu. ft. capacity  
Open Top Hopper Cars bearing Railroad's Road Numbers 351855-  
351858, both inclusive, ("Additional Equipment"), to be  
vested in the Assignee, free and clear of all liens and  
encumbrances subject to the Agreement;

NOW, THEREFORE, in consideration of the foregoing and  
of the mutual promises, covenants and agreements hereinafter  
set forth, the parties hereto agree as follows:

That Assignee (as "Vendor" pursuant to Article 26 of the Agreement) hereby agrees to accept the Additional Equipment, upon compliance by Railroad with the requirements of Article 8 of the Agreement as accessions to the Equipment thereunder and subject to all of the terms and conditions of the Agreement as though part of the original Equipment thereunder, free and clear of all claims, liens, security interests and other encumbrances.

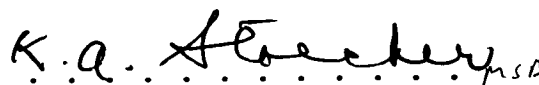
This Supplemental Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested as of the day and year first above written.

SOUTHERN RAILWAY COMPANY,  
By


ATTEST:

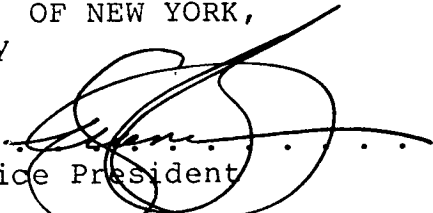
  
Assistant Secretary

  
Vice President

MANUFACTURERS HANOVER TRUST COMPANY  
OF NEW YORK,  
By

ATTEST:

  
Assistant Secretary

  
Vice President

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On this 19th day of July, 1979, before me personally appeared J. C. O'Connell, to me personally known, who, being by me duly sworn, says that he is a Vice President of MANUFACTURERS HANOVER TRUST COMPANY OF NEW YORK, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Joseph H. Haddad*  
JOSEPH H. HADDAD  
Notary Public, State of New York  
JUL 20 1979

On and For the County  
of New York, City of New York  
Commission Expires March 30, 1980

DISTRICT OF COLUMBIA.

On this 2nd day of August, 1979, before me personally appeared K. A. Stoecker, to me personally known, who, being by me duly sworn, says that he is a Vice <sup>Senior</sup> President of SOUTHERN RAILWAY COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation pursuant to due corporate authority and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*C. O. Wagner*  
.....

C. O. WAGNER  
Notary Public

In and For the District of Columbia  
My Commission Expires May 31, 1982